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Co-Counsel to the Debtors and Debtors in Possession

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:

LE TOTE, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 20-33332 (KLP)
)
) (Jointly Administered)
)

**FOURTH MONTHLY FEE
APPLICATION OF INFLUENCE PARTNERS
AS INVESTMENT BANKER FOR THE DEBTORS FOR
COMPENSATION AND REIMBURSEMENT OF EXPENSES FOR THE
PERIOD FROM NOVEMBER 1, 2020 TO AND INCLUDING NOVEMBER 30, 2020**

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.stretto.com/letote/>. The location of the Debtors' service address is 250 Vesey Street, 22nd Floor, New York, New York 10281.

Name of Applicant:

**HMAAdviseCo, LLC d/b/a Nfluence
Partners (“Nfluence”)**

Authorized to provide professional services
to:

Le Tote, Inc., *et al.*
Debtors and Debtors in Possession

Date of retention:

Order entered on October 22, 2020, retention
as of August 2, 2020

Period for which compensation and
reimbursement is sought:

November 1, 2020, through November 30,
2020

Amount of compensation sought as actual,
reasonable and necessary:

\$625,000.00 (80% of the \$750,000.00
Success Fee, plus the Monthly Fee Statement)

Amount of compensation requested
immediately

\$600,000.00 (80% of the Success Fee)²

Amount of expense reimbursement sought as
actual, reasonable, and necessary:

\$0.00

Type of fee statement or application:

Monthly Fee Statement³

² Pursuant to the Retention Order (as defined herein), the Debtors are authorized to pay the \$25,000 Monthly Fee to Nfluence each month when requested under the Engagement Letters (as defined herein) without a prior fee application

³ Notice of this Monthly Fee Statement shall be served in accordance with the Interim Compensation Order (as defined herein) and objections to payment of the amounts described in this Monthly Fee Statement shall be addressed in accordance with the Interim Compensation Order. Accordingly, the Debtors’ payment of such Monthly Fees is not reflected in this Monthly Fee Statement (as defined below).

Pursuant to sections 327, 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), rule 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the “Local Rules”), the *Order (I) Authorizing the Retention and Employment of Nfluence Partners as Investment Banker for the Debtors and Debtors in Possession Effective as of August 2, 2020, (II) Modifying Certain Time-Keeping Requirements, and (III) Granting Related Relief* [Docket No. 474] (the “Retention Order”),⁴ the *Order (I) Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief*, entered September 21, 2020 [Docket No. 189] (the “Interim Compensation Order”), Nfluence, investment banker for the Debtor, hereby files this monthly fee statement (this “Monthly Fee Statement”) for interim allowance and payment of compensation for professional services rendered and reimbursement of expenses incurred for the period from September 1, 2020 to and including September 30, 2020 (the “Fee Period”) in the aggregate amount of \$25,000.00, comprised of: (i) \$25,000.00 earned by Nfluence for its professional services to the Debtors during the Fee Period on account of the November Monthly Fee, (ii) \$600,000 (80% of \$750,000.00) earned by the Nfluence for its professional services to the Debtors during the Fee Period on account of the Success Fee, plus (iii) \$0.00 of actual and necessary

⁴ The Retention Order approved the terms of that certain engagement letter certain engagement letter between Nfluence, BA Securities, LLC (“BA”), and Le Tote Inc., dated as of May 8, 2020 (the “Le Tote Engagement Letter”), that certain engagement letter between Nfluence, BA, and Le Tote, dated as of June 16, 2020 (the “Lord and Taylor Engagement Letter”), and that certain Amendment to Engagement Agreement, amending the Lord & Taylor Engagement Letter, dated as of September 14, 2020 (the “Lord & Taylor Amendment,” and together with the Le Tote Engagement Letter and the Lord & Taylor Engagement Letter, the “Engagement Letters”), copies of which are attached as Exhibit 1, Exhibit 2, and Exhibit 3 to Exhibit A, respectively, of the Application. All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Retention Order.

expenses that Nfluence incurred during the Fee Period in connection with such services, and that such fees and expense be paid as administrative expenses of the Debtors' estates.

Itemization of Services Provided and Expenses Incurred

1. In support this Monthly Fee Statement, attached are the following exhibits:
 - **Exhibit A** is a detailed schedule of the number of hours expended by each Nfluence professional who rendered services on behalf of the Debtors during the Fee Period.
 - **Exhibit B** is a summary of fees and expenses incurred by Nfluence during this Fee Period in the rendition of the professional services to the Debtors and their estates for which reimbursement is sought pursuant to this Monthly Fee Statement.

Representations

2. Although every effort has been made to include all fees and expenses incurred in the Fee Period, some fees and expenses might not be included in this Monthly Fee Statement due to delays caused by accounting and processing during the Fee Period. Nfluence reserves the right to make further application to the Court for allowance of such fees and expenses not included herein. Subsequent Monthly Fee Statements will be filed in accordance with the Bankruptcy Code, the Bankruptcy Rules, Local Rules, and the Interim Compensation Order.

[Remainder of page intentionally left blank]

WHEREFORE, Nfluence requests interim allowance and payment of its fees earned and expenses incurred during the Fee Period in the total amount of \$625,000.00, consisting of (i) \$25,000.00 earned by Nfluence for its professional services to the Debtors during the Fee Period on account of the November Monthly Fee, (ii) \$600,000 (80% of \$750,000.00) earned by the Nfluence for its professional services to the Debtors during the Fee Period on account of the Success Fee, plus (iii) \$0.00 of actual and necessary expenses that Nfluence incurred during the Fee Period in connection with such services, and that such fees and expense be paid as administrative expenses of the Debtors' estates.

Dated: December 22, 2020

NFLUENCE Partners

/s/ Gary Moon

Gary Moon
Managing Partner
Nfluence Partners

Exhibit A

Summary of Hours by Professional

| Summary of Hours | | | | |
|------------------|-------------|----------------|-----------------|--------------|
| Month | Gary Moon | Monica Mariani | Gaurav Giatonde | Peter Lindae |
| 11/1/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11/2/2020 | 0.5 | 0.0 | 2.5 | 0.0 |
| 11/3/2020 | 0.5 | 2.0 | 5.5 | 0.0 |
| 11/4/2020 | 2.3 | 0.5 | 7.0 | 0.0 |
| 11/5/2020 | 0.5 | 0.5 | 7.0 | 0.5 |
| 11/6/2020 | 0.5 | 1.0 | 3.0 | 0.0 |
| 11/7/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11/8/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11/9/2020 | 1.0 | 0.0 | 0.0 | 0.0 |
| 11/10/2020 | 2.0 | 0.5 | 0.5 | 0.5 |
| 11/11/2020 | 0.5 | 0.5 | 1.5 | 0.0 |
| 11/12/2020 | 2.5 | 0.5 | 1.5 | 0.5 |
| 11/13/2020 | 0.5 | 0.5 | 0.5 | 0.0 |
| 11/14/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11/15/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11/16/2020 | 0.5 | 0.5 | 1.5 | 0.0 |
| 11/17/2020 | 3.5 | 2.5 | 2.5 | 0.5 |
| 11/18/2020 | 0.5 | 0.5 | 0.5 | 0.0 |
| 11/19/2020 | 2.5 | 0.5 | 1.5 | 0.5 |
| 11/20/2020 | 7.5 | 3.0 | 3.0 | 0.0 |
| 11/21/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11/22/2020 | 0.5 | 0.5 | 0.5 | 0.0 |
| 11/23/2020 | 0.5 | 0.5 | 0.5 | 0.0 |
| 11/24/2020 | 1.3 | 0.5 | 0.5 | 0.5 |
| 11/25/2020 | 0.0 | 0.0 | 0.5 | 0.0 |
| 11/26/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11/27/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11/28/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11/29/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| 11/30/2020 | 0.0 | 0.0 | 0.0 | 0.0 |
| Total | 27.6 | 14.5 | 40.0 | 3.0 |

| Summary of Hours Worked - Total | | |
|---------------------------------|-----------------------------|---|
| DATE | HOURS | DESCRIPTION |
| 11/2/2020 | 0.5 hour(s) Gary Moon | Le Tote/WF/Carlyle - Weekly |
| 11/2/2020 | 2.5 hour(s) Gaurav Gaitonde | Diligence work for Saadia |
| 11/3/2020 | 0.5 hour(s) Gary Moon | Call Internal Sync |
| 11/3/2020 | 1.5 hour(s) Monica Mariani | Call with Dave, Bobby and Michael |
| 11/3/2020 | 0.5 hour(s) Monica Mariani | Call with Saadia's lawyer on Contracts - screenshare walking him through the dataroom |
| 11/3/2020 | 0.5 hour(s) Gaurav Gaitonde | Call with Saadia |
| 11/3/2020 | 0.5 hour(s) Gaurav Gaitonde | Internal Nfluence sync on deal |
| 11/3/2020 | 4.5 hour(s) Gaurav Gaitonde | Diligence work for Saadia |
| 11/4/2020 | 1.0 hour(s) Gary Moon | Messages to Client and Kirkland |
| 11/4/2020 | 0.5 hour(s) Gary Moon | Material Review |
| 11/4/2020 | 0.8 hour(s) Gary Moon | Material Review/Prep |
| 11/4/2020 | 0.5 hour(s) Monica Mariani | Internal call to discuss reponse to Saadia's contract extention ask |
| 11/4/2020 | 0.5 hour(s) Gaurav Gaitonde | Call with Saadia on DD follow-ups |
| 11/4/2020 | 1.0 hour(s) Gaurav Gaitonde | Calls and messaging with Management to discuss Saadia follow-ups |
| 11/4/2020 | 5.0 hour(s) Gaurav Gaitonde | Diligence work for Saadia |
| 11/4/2020 | 0.5 hour(s) Gaurav Gaitonde | Internal Nfluence sync on deal |
| 11/5/2020 | 0.5 hour(s) Gary Moon | Call Internal Sync |
| 11/5/2020 | 0.5 hour(s) Monica Mariani | Internal call to discuss next steps |
| 11/5/2020 | 6.0 hour(s) Gaurav Gaitonde | Diligence work for Saadia |
| 11/5/2020 | 0.5 hour(s) Gaurav Gaitonde | Internal Nfluence sync on deal |
| 11/5/2020 | 0.5 hour(s) Gaurav Gaitonde | Calls with Le Tote and L&T Management |
| 11/5/2020 | 0.5 hour(s) Peter Lindae | Internal Sync Call for next steps |
| 11/6/2020 | 0.5 hour(s) Gary Moon | Call Le Tote / L&T TSA |
| 11/6/2020 | 1.0 hour(s) Monica Mariani | 2 Saadia DD calls |
| 11/6/2020 | 1.0 hour(s) Gaurav Gaitonde | Calls with Le Tote and L&T Management and Saadia |
| 11/6/2020 | 2.0 hour(s) Gaurav Gaitonde | Diligence work for Saadia |
| 11/9/2020 | 0.5 hour(s) Gary Moon | Material Review |
| 11/9/2020 | 0.5 hour(s) Gary Moon | Call Standing Le Tote / Saadia Closing |
| 11/10/2020 | 0.5 hour(s) Gary Moon | Meeting Prep |
| 11/10/2020 | 0.5 hour(s) Gary Moon | Call Le Tote BDO |
| 11/10/2020 | 0.5 hour(s) Gary Moon | Internal Sync |
| 11/10/2020 | 0.5 hour(s) Gary Moon | Le Tote / WF / Carlyle Weekly |
| 11/10/2020 | 0.5 hour(s) Monica Mariani | Call Internal Sync |
| 11/10/2020 | 0.5 hour(s) Gaurav Gaitonde | Nfluence internal sync on deal |
| 11/10/2020 | 0.5 hour(s) Peter Lindae | Internal Sync Call |
| 11/11/2020 | 0.5 hour(s) Gary Moon | Standing Le Tote / Saadia Closing |
| 11/11/2020 | 0.5 hour(s) Monica Mariani | Standing call with Saadia |
| 11/11/2020 | 0.5 hour(s) Gaurav Gaitonde | Standing call with Management and Saadia |
| 11/11/2020 | 1.0 hour(s) Gaurav Gaitonde | Diligence work for Saadia |
| 11/12/2020 | 0.5 hour(s) Gary Moon | Internal Sync |
| 11/12/2020 | 1.0 hour(s) Gary Moon | Material Review/Prep |
| 11/12/2020 | 1.0 hour(s) Gary Moon | Le Tote Board Call |
| 11/12/2020 | 0.5 hour(s) Monica Mariani | Call Internal Sync |
| 11/12/2020 | 0.5 hour(s) Gaurav Gaitonde | Nfluence internal sync on deal |
| 11/12/2020 | 1.0 hour(s) Gaurav Gaitonde | LeTote and Lord & Taylor Standing BOD Meeting |
| 11/12/2020 | 0.5 hour(s) Peter Lindae | Internal Sync Call |
| 11/13/2020 | 0.5 hour(s) Gary Moon | Standing Le Tote / Saadia Closing |
| 11/13/2020 | 0.5 hour(s) Monica Mariani | Standing call with Saadia |
| 11/13/2020 | 0.5 hour(s) Gaurav Gaitonde | Standing call with Management and Saadia |
| 11/16/2020 | 0.5 hour(s) Gary Moon | Standing call with Saadia |
| 11/16/2020 | 0.5 hour(s) Monica Mariani | Standing call with Saadia |
| 11/16/2020 | 0.5 hour(s) Gaurav Gaitonde | Standing call with Management and Saadia |
| 11/16/2020 | 1.0 hour(s) Gaurav Gaitonde | Diligence work for Saadia |
| 11/17/2020 | 0.5 hour(s) Gary Moon | Material Review |
| 11/17/2020 | 0.5 hour(s) Gary Moon | Call Internal Sync |
| 11/17/2020 | 2.5 hour(s) Gary Moon | Timesheet - Adding August |
| 11/17/2020 | 0.5 hour(s) Monica Mariani | Call Internal Sync |
| 11/17/2020 | 2.0 hour(s) Monica Mariani | Timesheet - August |
| 11/17/2020 | 0.5 hour(s) Gaurav Gaitonde | Internal Nfluence sync on deal |
| 11/17/2020 | 2.0 hour(s) Gaurav Gaitonde | August timesheet |
| 11/17/2020 | 0.5 hour(s) Peter Lindae | Internal Sync Call |
| 11/18/2020 | 0.5 hour(s) Gary Moon | Standing call with Saadia |
| 11/18/2020 | 0.5 hour(s) Monica Mariani | Standing call with Saadia |
| 11/18/2020 | 0.5 hour(s) Gaurav Gaitonde | Standing call with Management and Saadia |
| 11/19/2020 | 0.5 hour(s) Gary Moon | Call Internal Sync |
| 11/19/2020 | 1.0 hour(s) Gary Moon | Material Review |
| 11/19/2020 | 1.0 hour(s) Gary Moon | Board Call |
| 11/19/2020 | 0.5 hour(s) Monica Mariani | Call Internal Sync |
| 11/19/2020 | 0.5 hour(s) Gaurav Gaitonde | Internal Nfluence sync on deal |
| 11/19/2020 | 1.0 hour(s) Gaurav Gaitonde | LeTote and Lord & Taylor Standing BOD Meeting |

| Summary of Hours Worked - Total | | |
|---------------------------------|-----------------------------|--|
| DATE | HOURS | DESCRIPTION |
| 11/19/2020 | 0.5 hour(s) Peter Lindae | Interanal Sync Call |
| 11/20/2020 | 2.0 hour(s) Gary Moon | Saadia Response to Emergency Hearing |
| 11/20/2020 | 5.0 hour(s) Gary Moon | Call with BrandedOnline |
| 11/20/2020 | 0.5 hour(s) Gary Moon | Standing call with Saadia |
| 11/20/2020 | 2.0 hour(s) Monica Mariani | Saadia Response to Emergency Hearing |
| 11/20/2020 | 0.5 hour(s) Monica Mariani | Call with BrandedOnline |
| 11/20/2020 | 0.5 hour(s) Monica Mariani | Standing call with Saadia |
| 11/20/2020 | 2.0 hour(s) Gaurav Gaitonde | Saadia Response to Emergency Hearing |
| 11/20/2020 | 0.5 hour(s) Gaurav Gaitonde | Call with Branded Online |
| 11/20/2020 | 0.5 hour(s) Gaurav Gaitonde | Standing call with Management and Saadia |
| 11/22/2020 | 0.5 hour(s) Gary Moon | Saadia Response to Emergency Hearing |
| 11/22/2020 | 0.5 hour(s) Monica Mariani | Saadia Response to Emergency Hearing |
| 11/22/2020 | 0.5 hour(s) Gaurav Gaitonde | Saadia Response to Emergency Hearing |
| 11/23/2020 | 0.5 hour(s) Gary Moon | Le Tote Closing Call |
| 11/23/2020 | 0.5 hour(s) Monica Mariani | Le Tote Closing Call |
| 11/23/2020 | 0.5 hour(s) Gaurav Gaitonde | Le Tote Closing Call |
| 11/24/2020 | 0.5 hour(s) Gary Moon | Internal Sync |
| 11/24/2020 | 0.8 hour(s) Gary Moon | Call w/ Ed |
| 11/24/2020 | 0.5 hour(s) Monica Mariani | Internal Sync |
| 11/24/2020 | 0.5 hour(s) Gaurav Gaitonde | Internal Sync |
| 11/24/2020 | 0.5 hour(s) Peter Lindae | Internal Sync |
| 11/25/2020 | 0.5 hour(s) Gaurav Gaitonde | Messaging with Saadia |

Exhibit B

Summary of Fees and Expenses

HM Advise Co, LLC
160 Spear Street
Suite 1230
San Francisco, CA 94105
650-515-8734

INVOICE



| | |
|--------------|--------------|
| Invoice # | 1212 |
| Invoice Date | 11/23/20 |
| Amount Due: | \$750,000.00 |

Le Tote, Inc.
250 Vesey Street, 22nd Floor
New York, NY 10281
United States

| Due Date | Terms |
|----------|------------------|
| 11/23/20 | Due upon receipt |

| Item | Description | Price | Amount |
|-------------|---|--------------|--------------|
| Success Fee | Success Fee per Engagement Letter 9-14-20 | \$750,000.00 | \$750,000.00 |

| | |
|-------------|--------------|
| Total: | \$750,000.00 |
| Payments: | \$0.00 |
| Amount Due: | \$750,000.00 |

Payment Instructions. All payments for Nfluence Partners should be directed to BA Securities.

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HM Advise Co, LLC
160 Spear Street
Suite 1230
San Francisco, CA 94105
650-515-8734

INVOICE



| | |
|--------------|--------------|
| Invoice # | 1212 |
| Invoice Date | 11/23/20 |
| Amount Due: | \$750,000.00 |

Le Tote, Inc.
250 Vesey Street, 22nd Floor
New York, NY 10281
United States

| Due Date | Terms |
|----------|------------------|
| 11/23/20 | Due upon receipt |

| Item | Description | Price | Amount |
|-------------|---|--------------|--------------|
| Success Fee | Success Fee per Engagement Letter 9-14-20 | \$750,000.00 | \$750,000.00 |

| | |
|-------------|--------------|
| Total: | \$750,000.00 |
| Payments: | \$0.00 |
| Amount Due: | \$750,000.00 |

Payment Instructions. All payments for Nfluence Partners should be directed to BA Securities.

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